INSURANCE—DISSOLUTION OF A MUTUAL COMPANY—ASSESSMENTS.—The Mutual Fire Insurance Company had carried on its business during the years of 1888, 1889, and part of 1890. The corporation was dissolved in 1890, and the plaintiff appointed a receiver. Defendants had during the life of the corporation held insurance and they are now being sued for the proportional amount of the deficit. In an attempt to show that the defendants did not know of the appointment of a receiver the court *held,* that the action can be attacked only directly, and that defendants are bound in this proceeding by the appointment of a receiver. *Swing* v. *Rose et al.* (1906), — O. St. —, 79 N. E. Rep. 757.

In the discussion and consideration of this case the court cites very few authorities, but those that are cited are exactly in point, and the position of the court appeals to one as logical. The Ohio court in the early case of *Eversmann, Receiver* v. *Schmitt,* 53 O. St. 174, 41 N. E. 139, announces the position which is followed in the present case. It is there said: "But it is insisted that Mrs. Schmitt and the other members (of a mutual building association) were not parties to the suit in which the receiver was appointed, and that he had no power to make the assessment, and that it is not binding upon them. This objection is without weight. It is not necessary that the members should, as individuals, have been made parties to that suit. They are parties in their corporate name and capacity, and, for the appointment of a receiver, that was sufficient. We will presume that the receiver was duly appointed, as there is nothing to the contrary. As receiver, it was his duty to collect the assets and wind up the affairs of the association. This could be done only by ascertaining the loss and making an assessment on the members to meet it." Courts of other jurisdictions have sustained the position that after the receiver has been appointed, his appointment and the assessments made by him can be attacked only directly. The sole issue is whether or not the amount is due from the member. As was well said by JUSTICE GRANT in the *Mutual Fire Insurance Co.* v. *Phoenix Furniture Co.,* 108 Mich. 170, 66 N. W. 1095, "If every stockholder may now contest this decree, the difficulty thus thrown in the way of an orderly and practical settlement of the affairs of the insolvent corporation is at peril. Different courts might adopt different rulings upon the amount of the assessment. We think the better doctrine is that each stockholder or member of the corporation is an integral part thereof, and is represented in such suit through the corporation itself and that such decree is binding and conclusive upon him." *Rand, McNally & Co.* v. *Insurance Co.,* 58 Ill. App. 528; *Parker* v. *Mills,* 91 Wis. 174.

JUDGMENTS—EFFECT ON POSTHUMOUS HEIR.—It appears that F. B. Wilson died intestate in 1881, seised in fee of the land in controversy. Shortly after his death a suit was brought by two of his children and his widow for partition, and the land was sold in pursuance of the decree entered in that suit. The defendant was a subsequent purchaser for value of the land. Soon after the sale and partition were completed, the plaintiff was born, a posthumous child to F. B. Wilson. She brings this suit to recover her interest as heir